

**HOME Program
ADDENDUM TO THE LEASE**

Date: _____

NAME: _____

ADDRESS: _____

OWNER: _____

LEASE TERM: _____

RENT: \$ _____ Tenant pays: \$ _____ Amount of Subsidy: \$ _____

ANNUAL INCOME OF TENANT: \$ _____ Persons in Household: _____

The owner has entered into an agreement with the HOME Investments Partnership Program of Montgomery County. The rental unit in which you (the tenant) occupy is a HOME assisted unit. As a condition for participating in the HOME Program, the owner has agreed to abide by the HOME Program's regulations and affordability restrictions (HOME Final Rule section 92.252).

The following details the HOME regulations concerning your lease (as stated in the HOME Final Rule section 92.253) and your ongoing obligations as a tenant living in a HOME assisted rental unit.

Lease Provisions

The lease between you (the tenant) and an owner of rental housing assisted with HOME funds must be for not less than one year, unless by mutual agreement between the tenant and the owner. Furthermore, the lease may not contain any of the following provisions:

Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;

Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members as payment towards overdue rent without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;

Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs of the landlord even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs of the landlord if the tenant loses.

Termination of tenancy. An owner may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

Tenant Requirements

You (the tenant) will be required to:

1. Supply information concerning the demographic composite of your family.
2. Supply information about your family's income. On an annual basis you must provide source documentation verifying your family's income. Source documentation includes wage statements, pension statements, SSI statements, interest statements, or unemployment compensation statements, etc.

In addition, please note the following:

- If you give false information about your income or other forms, or you fail to provide verification of the information that you provided, then you have committed a material violation of your lease. Your lease could be terminated.
- If during the term of your occupancy your annual income exceeds the income limits established by the HOME program, you will be required to pay as rent the lesser of the amount payable by the tenant under State or local law or 30 percent of the family's adjusted income.
- Your unit may be selected (annually) to be inspected by the Montgomery County Department of Housing and Community Affairs for a Housing Quality Standards inspection (HQS).

Date: _____

Tenant: _____
Signature

Date: _____

Owner/ : _____
Manager

Signature